

1st reading (1)  
6-15-16

Sponsored by: \_\_\_\_\_  
Seconded by: \_\_\_\_\_

**CITY OF HOBOKEN, NEW JERSEY**

**ORDINANCE NO. \_\_\_\_\_**

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**BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS CAPITAL EQUIPMENT IN AND FOR THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF \$3,310,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY, IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$3,144,500; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

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**BE IT ORDAINED** by the City Council of the City of Hoboken, County of Hudson, New Jersey (not less than two-thirds of all the members thereof affirmatively concurring), pursuant to the provisions of the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), as follows:

**Section 1.** The purposes described in Section 7 hereof are hereby authorized as general improvements to be made or acquired by the City of Hoboken, County of Hudson, New Jersey ("City").

**Section 2.** It is hereby found, determined and declared as follows:

- (a) the estimated amount to be raised by the City from all sources for the purposes stated in Section 7 hereof is \$3,310,000;
- (b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is \$3,144,500; and
- (c) a down payment in the amount of \$165,500 for the purposes stated in Section 7 hereof is currently available in the City's Capital Improvement Fund accordance with the requirements of Section 11 of the Local Bond Law, *N.J.S.A. 40A:2-11*.

**Section 3.** The sum of \$3,144,500, to be raised by the issuance of bonds or bond anticipation notes, together with the sum of \$165,500, which amount represents the required down payment, is hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

**Section 4.** The issuance of negotiable bonds of the City in an amount not to exceed \$3,144,500 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law.

**Section 5.** In order to temporarily finance the purposes described in Section 7 hereof, the issuance of bond anticipation notes of the City in an amount not to exceed \$3,144,500 is hereby authorized. Pursuant to the Local Bond Law, the Chief Financial Officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their date to delivery thereof. The Chief Financial Officer is hereby directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this Bond Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

**Section 6.** The amount of the proceeds of the obligations authorized by this Bond Ordinance which may be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, *N.J.S.A. 40A:2-20*, shall not exceed the sum of \$330,000.

**Section 7.** The improvements hereby authorized and the purposes for which said obligations are to be issued; the estimated costs of each said purpose; the amount of down payment for each said purpose; the maximum amount obligations to be issued for each said purpose and the period of usefulness of each said purpose within the limitations of the Local Bond Law are as follows:

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A.	Acquisition of Various Capital Equipment for the City including, but not limited to, Furniture, Pick-Up Trucks, Utility Vehicles and Sidewalk Sweepers, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	\$435,000	\$21,750	\$413,250	5 years
B.	Renovations and Improvements to Various City Buildings and Grounds including, but not limited to, Park Improvements, 911 Memorial, Municipal Garage, Fire Department and City Hall, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	2,595,000	129,750	2,465,250	15 years
C.	Acquisition of Various Heavy Equipment for the City including, but not limited to, a Snow-Melter and Machinery for the Municipal Garage, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	280,000	14,000	266,000	15 years
	<b>Total</b>	<b>\$3,310,000</b>	<b>\$165,500</b>	<b>\$3,144,500</b>	

**Section 8.** The average period of useful life of the several purposes for the financing of which this Bond Ordinance authorizes the issuance of bonds or bond anticipation notes, taking into consideration respective amounts of bonds or bond anticipation notes authorized for said several purposes, is not less than 13.68 years.

**Section 9.** Grants or other monies received from any governmental entity, if any, will be applied to the payment of, or repayment of obligations issued to finance, the costs of the purposes described in Section 7 above.

**Section 10.** The supplemental debt statement provided for in Section 10 of the Local Bond Law, *N.J.S.A.* 40A:2-10, was duly filed in the office of the Clerk prior to the passage of this Bond Ordinance on first reading and a complete executed duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. The supplemental debt statement shows that the gross debt of the City, as defined in Section 43 of the Local Bond Law, *N.J.S.A.* 40A:2-43, is increased by this Bond Ordinance by \$3,144,500 and that the obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said Local Bond Law.

**Section 11.** The full faith and credit of the City are irrevocably pledged to the punctual payment of the principal of and interest on the bonds or bond anticipation notes authorized by this Bond Ordinance, and to the extent payment is not otherwise provided, the City shall levy *ad valorem* taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

**Section 12.** The applicable Capital Budget of the City is hereby amended to conform with the provisions of this Bond Ordinance to the extent of any inconsistency therewith, and the resolution promulgated by the Local Finance Board showing full detail of the amended applicable Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, is on file with the Clerk and available for inspection.

**Section 13.** The City hereby declares its intent to reimburse itself from the proceeds of the bonds or bond anticipation notes authorized by this Bond Ordinance pursuant to Income Tax Regulation Section 1.150-2(e), promulgated under the Internal Revenue Code of 1986, as amended ("Code"), for "original expenditures", as defined in Income Tax Regulation Section 1.150-2(c)(2), made by the City prior to the issuance of such bonds or bond anticipation notes.

**Section 14.** The City hereby covenants as follows:

(a) it shall take all actions necessary to ensure that the interest paid on the bonds or bond anticipation notes authorized by the Bond Ordinance is exempt from the gross income of the owners thereof for federal income taxation purposes, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;

(b) it will not make any use of the proceeds of the bonds or bond anticipation notes or do or suffer any other action that would cause the bonds or bond anticipation notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;

(c) it shall calculate or cause to be calculated and pay, when due, the rebatable arbitrage with respect to the "gross proceeds" (as such term is used in Section 148(f) of the Code) of the bonds or bond anticipation notes;

(d) it shall timely file with the Ogden, Utah Service Center of the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and

(e) it shall take no action that would cause the bonds or bond anticipation notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

**Section 15.** The improvements authorized hereby are not current expenses and are improvements that the City may lawfully make. No part of the cost of the improvements authorized hereby has been or shall be specially assessed on any property specially benefited thereby.

**Section 16.** All ordinances, or parts of ordinances, inconsistent herewith are hereby repealed to the extent of such inconsistency.

**Section 17.** In accordance with the Local Bond Law, this Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

**Date of Introduction: June 15, 2016**

Introduction:

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo		/		
President Giattino	/			

Final Reading:

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				

Approved as to Legal Form:

Vetoed by the Mayor for the following reasons:

\_\_\_\_\_  
, Corporation Counsel

Adopted by the Hoboken City Council  
By a Vote of \_\_\_ Yeas to \_\_\_ Nays  
On the \_\_\_ day of \_\_\_, 2016

**-or-**  
 Approved by the Mayor  
On the \_\_\_ day of \_\_\_, 2016

\_\_\_\_\_  
James Farina, City Clerk

\_\_\_\_\_  
Dawn Zimmer, Mayor

**Notice of Pending Bond Ordinance and Summary**

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the City Council of the City of Hoboken, in the County of Hudson, State of New Jersey, on \_\_\_\_\_, 2016. It will be further considered for final passage, after public hearing thereon, at a meeting of the City Council to be held at City Hall, 94 Washington Street, Hoboken, New Jersey on \_\_\_\_\_, 2016 at \_\_\_\_\_ o'clock \_\_M. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the City Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title:           **BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS CAPITAL EQUIPMENT IN AND FOR THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF \$3,310,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY, IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$3,144,500; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A.	Acquisition of Various Capital Equipment for the City including, but not limited to, Furniture, Pick-Up Trucks, Utility Vehicles and Sidewalk Sweepers, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	\$435,000	\$21,750	\$413,250	5 years
B.	Renovations and Improvements to Various City Buildings and Grounds including, but not limited to, Park Improvements, 911 Memorial, Municipal Garage, Fire Department and City Hall, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	2,595,000	129,750	2,465,250	15 years
C.	Acquisition of Various Heavy Equipment for the City including, but not limited to, a Snow-Melter and Machinery for the Municipal Garage, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	280,000	14,000	266,000	15 years
	<b>Total</b>	<b>\$3,310,000</b>	<b>\$165,500</b>	<b>\$3,144,500</b>	

Appropriation:           \$3,310,000  
 Bonds/Notes Authorized:   \$3,144,500  
 Grants (if any) Appropriated: N/A  
 Section 20 Costs:         \$330,000  
 Useful Life:               13.68 years

JAMES J. FARINA, RMC, City Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

## Bond Ordinance Statements and Summary

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the City Council of the City of Hoboken, in the County of Hudson, State of New Jersey on \_\_\_\_\_, 2016 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the City Clerk's office in the Municipal Building, 94 Washington Street, Hoboken, New Jersey, for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

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 Bonds/Notes Authorized: \$3,144,500  
 Grants (if any) Appropriated: N/A  
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 Useful Life: 13.68 years

JAMES J. FARINA, RMC, City Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

[Press here to Email the SDS if not using Microsoft outlook when complete](#)

## Department of Community Affairs Supplemental Debt Statement

0905 **0905 Hoboken City - County of Hudson** Prepared as of: **14-Jun-2016**

Budget Year Ending: 12/31/2016 (Month-DD) 2016 (year)

Name: <u>George De Stefano</u>	Phone: <u>(201) 420-2028</u>
Title: <u>CFO</u>	Fax: <u>(201) 420-2019</u>
Address: <u>City of Hoboken</u>	Email: <u>gdestefano@hobokennj.gov</u>
<u>94 Washington Street</u>	CFO Cert #: <u>N0362</u>
<u>Hoboken NJ 07030</u>	

**George De Stefano, Being duly sworn, deposes and says: Deponent is the Chief Financial Officer of the 0905 Hoboken City - County of Hudson here and in the statement hereinafter mentioned called the local unit. The Supplemental Debt Statement annexed hereto and hereby made a part hereof is a true statement of the debt condition of the local unit as of the date therein stated and is computed as provided by the Local Bond Law of New Jersey.**

By checking this box, I am swearing that the above statement is true. (The Email function will not work until you acknowledge the above statement as true)

	Net Debt as per Annual Debt Statement	Decrease (Since December 31, last past)	Increase	Net Debt
<b>Bonds and Notes for School Purposes</b>	\$ -	\$ -	\$ -	\$ -
<b>Bonds and Notes for Self Liquidating Purposes</b>	\$ -	\$ -	\$ -	\$ -
<b>Other Bonds and Notes</b>	\$ 133,794,851.86	\$ 5,556,535.64	\$ 12,065,000.00	\$ 140,303,316.22

Net Debt at the time of this statement is..... \$ 140,303,316.22

The amounts and purposes separately itemized of the obligations about to be authorized, and any deductions which may be made on account of each such item are: (see Note "C" below)

Bond Ordinance	Purposes	Amount	Deduction	Net
	Various Capital Improvements and Purchase of Various Capital Equipment	\$ 3,144,500.00	\$ -	\$ 3,144,500.00
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ 3,144,500.00	\$ -	\$ 3,144,500.00

The net debt of the local unit determined by the addition of the net debt amounts stated in items 2 and 3 above is: \$ 143,447,816.22

Equalized valuation basis (the average of the equalized valuations of real estate, including improvements and the assessed valuation of class II railroad property of the local unit for the last 3 preceding years) as stated in the Annual Debt Statement or the revision thereof last filed.

<u>Year</u>	Equalized Valuation Real Property with Improvements plus assessed valuation of Class II RR Property	
(1) <u>2013</u>		\$ <u>11,097,012,867.00</u>
(2) <u>2014</u>		\$ <u>12,425,885,205.00</u>
(3) <u>2015</u>		\$ <u>13,251,581,393.00</u>

Equalized Valuation Basis - Average of (1), (2) and (3)..... \$ 12,258,159,821.67

Net Debt (Line 4 above) expressed as a percentage of such equalized valuation basis (Line 6 above) is: 1.170%

### NOTES

- If authorization of bonds or notes is permitted by an exception to the debt limit, specify the particular paragraph of NJSA 40A:2-7 or other section of law providing such exception.
- A This form is also to be used in the bonding of separate (not Type I) school districts as required by NJSA 18A:24-16, and filed before the school district election. In such case pages 4, 5 and 6 should be completed to set forth the computation supporting any deduction in line 3 above.
  - B Only the account of bonds or notes about to be authorized should be entered. The amount of the "down payment" provided in the bond ordinance should not be included nor shown as a deduction.
  - C

1st reading  
6-15-16  
(2)

Sponsored by: [Signature]  
Seconded by: [Signature]

City of Hoboken  
Ordinance No.: \_\_\_\_\_

**AN ORDINANCE AMENDING HOBOKEN CODE CHAPTER 115 TO INCLUDE REGULATIONS FOR THE SANITATION AND UPKEEP OF PRIVATELY OWNED AND OPERATED PORT-O-JOHNS WITHIN CITY BOUNDARIES**

**WHEREAS**, the City wishes to create regulations for port-a-john sanitation and maintenance within the City of Hoboken in order to reduce the health issues associated with uncleanliness, unsanitary, odorous conditions which result from the lack of regulations of private port-a-johns, including but not limited to failure to regularly sanitize.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Hoboken, County of Hudson, State of New Jersey as follows (deletions noted by ~~strike through~~, additions noted by underline):

**Section One:**

**§ 115-1 Definitions.**

As used in this chapter, the following terms shall have the meanings indicated:

**ADULTERATION or ADULTERATED**  
When used in connection with foods, drugs, cosmetics, or devices, these terms shall have the meanings respectively ascribed to them in N.J.S.A. 24:5-8 to 24:5-11.1.

**APPROVED**  
Food or drink, a source of food or drink, a method, a device or a piece of equipment meeting requirements of the Board of Health and the State Department of Health or as per law.

**AUTHORIZED AGENT**  
A licensed Sanitary First Grade Inspector or public health investigator.

**BOARD OF HEALTH**  
The Hoboken Board of Health.

**CITY**  
The City of Hoboken.

**CLEANERS**  
Any place, premises, building, part of building, cellar or basement or room or establishment used therein for the purpose of washing, dry cleaning or drying of clothing, linens or any other type of wash both on or off the premises.

**COSMETIC**  
The term cosmetic shall have the meaning ascribed to it by N.J.S.A. 24:1-1.

#### COSMETIC PLANT OR ESTABLISHMENT

Any place, premises, building, cellar or basement, apartment or room occupied or used therein for the having, holding, collection handling, production, processing, mixing, compounding, manufacture, packing, storage, distribution or sale of: (1) articles used (for or as cosmetics) for or intended to be rubbed, poured, sprinkled or sprayed on, introduced into, or otherwise applied to the human body or any part thereof for cleansing, beautifying, promoting attractiveness or altering the appearance and, (2) articles intended for use as a component of any such article, except that such term shall not include soap.

#### DESIGNEE

Any person so deemed by the Health Officer.

#### DEVICE

The term device shall have the meaning ascribed to it by N.J.S.A. 24:1-1.

#### DRUG

The term drug shall have the meaning ascribed to it by N.J.S.A. 24:1-1.

#### DRUG PLANT OR ESTABLISHMENT

Any place, premises, building, part of building, cellar or basement, apartment or room occupied or used therein for having, holding, collection, handling, production, processing, mixing, compounding, manufacture, packing, storage, distribution or sale of:

A.

Articles used (for or as drugs) for or intended for use in the diagnosis, cure, mitigation, treatment or prevention of disease in man or other animal, or

B.

Articles (other than food) used or intended to affect the structure or any function of the body of man or other animal, or

C.

Articles intended for use as a component of any article specified in Subsection A or B.

#### EMPLOYEE

Any person who handles any food, drug or cosmetics, or device or article used for food, drugs, cosmetics, or device used in the having, holding, collection, handling, production, preparation, processing, manufacture, packing, storage, distribution of food, drugs or cosmetics.

#### EQUIPMENT

Any mechanical apparatus or contrivance or parts thereof used in the production, processing, preparation, compounding, mixing, bottling, manufacture, packing, storage or distribution of food, drugs, devices or cosmetics.

#### FOOD

Any raw, cooked or processed edible substances, water, ice, beverages or ingredient used or intended for use or for sale in whole or in part for human consumption.

#### HEALTH CLUB/SPA

Any place, premises, building, part of building, cellar or basement or room or establishment that is designated therein for indoor sports, exercise or physical education.

#### HEALTH OFFICER

The legally designated Health Officer of the City of Hoboken.

#### LAUNDRY

Any place, building, part of building, cellar or basement or room, or establishment used therein for the purpose of washing, cleaning and/or drying articles of clothing, linens or any other type of wash.

#### MISBRANDED

The term misbranded, when used in connection with food, drugs, cosmetics or devices, shall have the meaning ascribed to it by N.J.S.A. 24:5-16 to N.J.S.A. 24:5-18.1.

#### MOBILE RETAIL FOOD ESTABLISHMENT

The definitions in N.J.A.C. 8:24-1.3, "Definitions." Shall have the meaning as defined in N.J.A.C. 8:24-1.5, and shall include "mobile retail motorized food vendor" and "mobile retail non-motorized food vendor," as defined in Chapter 147 of the Hoboken City Code.

#### NUISANCE

Any condition, or cause which may produce noise, offensive odor or any condition which may be an annoyance, a hazard, or a detriment to human health.

#### ORDER or RULE

Any directive of the Health Officer.

#### PERSON

Includes an individual, firm, corporation, association, society, partnership and their agents or employees.

#### PORT-O-JOHN

Any privately owned and/or operated portable toilet, including without limitation outhouses, porta potties, and/or portable chemical toilets. Whenever a privately owned and/or operated port-o-john is placed upon a construction site, which site is subject to oversight by the Construction Code Official, within the City of Hoboken, both the Health Officer and the Construction Code Official shall be authorized agents for the enforcement of the regulations in this Chapter 115 regarding the port-o-john(s) at said construction site.

## RECREATIONAL BATHING PLACE

The definition in N.J.A.C. 8:26 et seq.

## RETAIL COSMETIC ESTABLISHMENT

Any place, premises, building, part of building, cellar or basement, apartment or room occupied or used therein for providing services to the public for cleansing, beautifying, promoting attractiveness or altering appearance, and promoting comfort. These shall include, but shall not be limited to: barber shops, hair salons, nail salons, beauty parlors, beauty salons, and tanning salons.

## RETAIL FOOD ESTABLISHMENT

The definitions in N.J.A.C. 8:24-1.3, "Definitions."

### § 115-2 Inspections.

The Health Officer or his authorized agent hereby has the authority to conduct inspections of all establishments delineated in §§ 128-1, 128-5 and 128-8 hereof, any privately owned or operated port-a-john within City limits, all drug and cosmetic establishments as well as all taverns, bars, cocktail lounges, dance clubs and any retail food establishment as defined in N.J.A.C. 8:24-1.3 and any similar establishment where food is prepared for retail sale or service on the premises or elsewhere, in any other retail eating or drinking establishment or operation where food or drink is served, handled or provided for the public with or without charge to ensure the following. Such is not an exclusive list and the Health Officer or his authorized agent may inspect all the above establishments or facilities for other defects he might reasonably believe might impact on public health. The Health Officer or his authorized agent may inspect for compliance with the following:

A.

Every foundation, floor, wall, ceiling and roof shall be weathertight, watertight, safe, clean, sanitary and in good repair.

B.

Every window, door and basement shall be weathertight, watertight and kept in a clean sanitary way and in good repair.

C.

All parts of the establishment shall be kept in a rodentproof and insectproof condition. Effective control measures shall be utilized to minimize and eliminate the presence of insects, rodents and other vermin.

D.

All toilet facilities, showers and baths shall be kept in a clean, sanitary way and in good working condition. The above facilities shall be kept odor- and nuisance-free.

E.

Every plumbing fixture and water and waste pipe shall be properly installed and maintained in good sanitary working condition, free of defects, leaks and obstructions.

F.

Hand-washing facilities shall have an adequate supply of hand-washing soap and sanitary towels or approved hand-drying device. Use of common towels is prohibited. Where disposable towels are used, waste receptacles shall be located conveniently near hand-washing facilities.

G.

All showers and baths shall have hot and cold running water. Hot water shall be at a temperature of 120° F.

H.

All equipment used within establishments shall be maintained in good repair and kept in a safe, clean and sanitary way.

I.

All chemicals shall be clearly marked and stored in areas designated by the Health Officer or his authorized agent.

J.

All parts of the establishment, equipment and its premises shall be kept neat, clean, free of odors and nuisances and in good working condition.

K.

All equipment shall be stored in a clean, safe and nuisance-free manner.

L.

All parts of the establishment shall be properly ventilated according to the New Jersey Uniform Construction Code.[1]

[1]

Editor's Note: See Ch. 86, Construction Codes, Uniform.

M.

Establishments shall have health and safety notices, which the Health Officer deems necessary, to be conspicuously posted in areas designated by the Health Officer or his authorized agent.

N.

Any other requirement deemed necessary by the Health Officer in view of the operation of the establishment shall be met.

O.

Employees shall maintain a high degree of personal cleanliness and shall conform to good hygienic practices during all working periods.

P.

All garbage and rubbish and refuse shall be kept in leak proof, nonabsorbent containers constructed of durable metal, or other approved types of materials which do not leak and which do not absorb liquids.

Q.

Adequate lockers within dressing rooms or other suitable facilities shall be provided and used for the storage of employees' coats, clothing and personal belongings.

R.

Laundered cloths and napkins shall be stored in clean, neat and protected place until used.

S.

All storage places used for the storage of utensils or equipment shall be kept neat, clean, and in good repair and in a sanitary way.

T.

All outside areas of establishments and facilities delineated in § 115-2 of this chapter shall be kept clean, in good repair and nuisance free.

U.

All used or soiled linens, cloths, and towels shall be stored in a leak proof container with a securely fastened lid.

V.

All port-a-johns shall, in addition to any other applicable section of 115-8, be professionally sanitized at least once per week.

\*The remainder of this chapter remains unchanged.\*

#### **Section Two: Repeal of Inconsistent Provisions**

All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only however, to the extent of such conflict or inconsistency, it being the legislative intent that all ordinances or part of ordinances now existing or in effect unless the same being conflict or inconsistent with any provision of this Ordinance shall remain in effect.

This Ordinance shall also supersede any inconsistent provisions contained in any resolution or ordinance previously adopted by the Hoboken City Council, including, but not limited to, the portion of the Employee Handbook adopted by resolution of the Hoboken City Council on October 15, 2003 which addresses this City Council Member Benefits.

#### **Section Three: Severability**

The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

#### **Section Four: Effective Date**

This Ordinance shall take effect upon passage and publication as provided by law. Contributions to healthcare premiums will be due and applicable from all Council members who are currently taking healthcare benefits from the City of Hoboken, as of the next premium due date following the passage and publication of this Ordinance.

#### **Section Five: Codification**

This Ordinance shall be a part of the code of the City of Hoboken as though codified and fully set forth therein. The City Clerk shall have this Ordinance codified and incorporated in the official copies of the Code.

The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

**Date of Introduction: June 15, 2016**

Introduction:

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Giattino	/			

Final Reading:

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				

Approved as to Legal Form:

\_\_\_\_\_  
 , Corporation Counsel

Adopted by the Hoboken City Council  
 By a Vote of \_\_\_\_ Yeas to \_\_\_\_ Nays  
 On the \_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
 James Farina, City Clerk

Vetoed by the Mayor for the following reasons:

**-or-**  
 Approved by the Mayor  
 On the \_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
 Dawn Zimmer, Mayor

1st reading  
6-15-16 (3)

Sponsored by: [Signature]  
Seconded by: [Signature]

CITY OF HOBOKEN  
ORDINANCE NO. \_\_\_\_\_

**ORDINANCE APPROVING THE TERMS OF THE ATTACHED DEED OF PUBLIC ACCESS EASEMENT AGREEMENT BETWEEN THE MAXWELL PLACE CONDOMINIUM ASSOCIATION, INC. AS GRANTOR AND THE CITY OF HOBOKEN AS GRANTEE FOR THE USE OF THE PRIVATE ROADWAYS, ON-STREET PARKING SPACES AND SIDEWALKS LOCATED ON MAXWELL LANE; 11<sup>TH</sup> STREET BETWEEN SINATRA DRIVE NORTH AND HUDSON STREET; AND SINATRA DRIVE NORTH BETWEEN 12<sup>TH</sup> STREET AND FRANK SINATRA DRIVE (BLOCK 261.07, LOT 1)**

**WHEREAS**, the Maxwell Place Condominium Association, Inc. ("Association") owns property which contains private roadways known as Maxwell Lane; 11<sup>th</sup> Street between Sinatra Drive North and Hudson Street; and Sinatra Drive North between 12<sup>th</sup> Street and Frank Sinatra Drive, Hoboken, New Jersey, Block 261.07, Lot 1 (hereinafter referred to as the "Property"); and

**WHEREAS**, the Grantee wishes to obtain a recorded easement over the Property, and the Grantors wish to provide said easement and the Grantors and Grantee have negotiated a deed of public access agreement for the aforementioned Property (easement attached hereto); and

**WHEREAS**, the City Council, hereby acknowledges the necessity of the said easement, and therefore approves of the easement by way of the within City Ordinance which shall be recorded by the Grantor as soon as practicable after adoption as herein described, and required by law; and

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Hoboken, as follows:

**SECTION ONE:**

- 1) Approval of the attached Deed of Public Access Easement between the City of Hoboken and Maxwell Place Condominium Association, Inc. by the City Council; and
- 2) The Mayor or her agent is hereby authorized to take any and all actions necessary to enter into the attached easement, or one similar in substance and form; and

**SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS**

All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only to the extent of such conflict or inconsistency, it being the legislative intent that all such ordinances or part of ordinances now existing or in effect unless the same are in conflict or inconsistent with any provision of this Ordinance shall remain in effect.

**SECTION THREE: SEVERABILITY**

The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**SECTION FOUR: EFFECTIVE DATE**

This Ordinance shall take effect immediately upon passage and publication as provided by law.

**SECTION FIVE: CODIFICATION**

This Ordinance shall be a part of the Code of the City of Hoboken as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Code.

The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

First Reading: June 15, 2016

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael Defusco	✓			
James Doyle	✓			
Tiffanie Fisher			✓	
David Mello	✓			
Ruben Ramos Jr.	✓			
Michael Russo	✓			
President Giattino	✓			

Final Reading:

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				

Approved as to Legal Form:

\_\_\_\_\_  
 , Corporation Counsel

Adopted by the Hoboken City Council  
 By a Vote of \_\_\_ Yeas to \_\_\_ Nays  
 On the \_\_\_ day of \_\_\_, 2016

\_\_\_\_\_  
 James Farina, City Clerk

Vetoed by the Mayor for the following reasons: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**-or-**  
 Approved by the Mayor  
 On the \_\_\_ day of \_\_\_, 2016

\_\_\_\_\_  
 Dawn Zimmer, Mayor

Record and Return to:  
Karim G. Kaspar, Esq.  
Lowenstein Sandler  
65 Livingston Avenue  
Roseland, New Jersey 07068

Prepared By:

\_\_\_\_\_  
Karim G. Kaspar, Esq.

**DEED OF PUBLIC ACCESS EASEMENT**

**THIS DEED OF EASEMENT** is made on this \_\_ day of \_\_\_\_\_, 2016, by and between:

**MAXWELL PLACE CONDOMINIUM ASSOCIATION, INC.**, a nonprofit corporation, having an address at 1100 Maxwell Lane, Hoboken, NJ 07030, attention: Community Manager (hereinafter referred to as "Grantor"); and

**CITY OF HOBOKEN**, a New Jersey municipal corporation, with government offices located at City Hall, Newark & Washington Streets, Hoboken, New Jersey 07030, attention: Corporation Counsel (hereinafter referred to as "Grantee").

**WITNESSETH:**

**WHEREAS**, Grantor is the owner of certain real property and the improvements located on Block 261.07, Lot 1 (the "Easement Premises"), all as shown on the plat titled "Final Major Subdivision Plat of Maxwell Place on the Hudson, Lot 1 in Block 261 for PT Maxwell, L.L.C., situated in the City of Hoboken, Hudson County, New Jersey," prepared by Henderson and Bodwell, LLP, filed in the Office of the Hudson County Register as Map #4049, consisting of three (3) sheets (namely 4049-1, 4049-2, and 4049-3) (the "Filed Map"), on September 8, 2005; and

**WHEREAS**, the Amended Final Site Plan Approval Resolution, adopted by the City of Hoboken Planning Board on June 2, 2015, for the development known as Maxwell Place, required as Condition No. 7 that Grantor grant to the City of Hoboken a public access easement over the privately owned roadways within the Easement Premises; and

**WHEREAS**, in compliance with Condition No. 7, Grantor is willing to grant to Grantee, and Grantee is willing to accept, a public access easement upon the private roadways, on-street parking spaces, and sidewalks located on the Easement Premises, identified as: (1) Maxwell Lane; (2) 11th Street between Sinatra Drive North and Hudson Street; and (3) Sinatra Drive North between 12th Street and Frank Sinatra Drive, on the terms and conditions set forth herein (collectively "Block 261.07 Lot 1").

**NOW, THEREFORE**, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the promises, covenants and conditions hereinafter contained, Grantor does hereby grant and convey to

Grantee, its successors and assigns forever, and Grantee does hereby accept, the easement set forth herein on the terms and conditions herein contained.

1. **Grant of Public Access Easement.** Grantor hereby grants to Grantee, and Grantee hereby accepts from Grantor, a non-exclusive right of way and easement (the “Easement”) over, upon and across the Easement Premises, for the purposes of providing (i) public vehicular and pedestrian access to the private roadways, on-street parking spaces, and sidewalks located within the Easement Premises, (ii) access for the City’s ambulance, police, fire, sanitation, school bus and other public health and safety services, and (iii) access to the City’s uniformed public safety officers.

2. **Maintenance.** Grantor, its successors and/or assigns, at Grantor’s sole cost and expense, shall maintain the Easement Premises, including snow removal and all other necessary maintenance. However, Grantee shall, at its sole cost and expense, remove trash from the Easement Premises, including trash from individual residences, in the same manner as it removes trash throughout the City of Hoboken. Notwithstanding the foregoing, it shall be the sole responsibility of Grantee to maintain, repair, or replace any damage to the Easement Premises, beyond reasonable wear and tear, caused by the Grantee.

3. **No Dedication; Regulation.** The grant of this Easement is not to be construed as a dedication to the Grantee of the Easement Premises, including the private roadway and adjacent sidewalks therein. Public access within the Easement Premises shall be regulated by the Grantor in accordance with the rules and regulations attached hereto as **Exhibit A** (the “Regulations”), which Regulations may be amended from time to time by Grantor, subject to the approval of the Grantee, which approval shall not be unreasonably withheld or delayed. Furthermore, Grantor may close the Easement Premises for limited periods as necessary to perform any repairs or maintenance or to construct improvements.

4. **Parking Rules and Enforcement.** Parking rules and regulations on the Easement Premises shall be in accordance with the Amended Final Site Plan as approved by the Planning Board of the City of Hoboken on May 5, 2015 in the Resolution of Approval of the Application of P.T. Maxwell (the “Resolution”), including all modifications as set forth within the Resolution. From time to time, as sole owner of the Easement Premises, Grantor may modify the parking rules on the Easement Premises as permitted by the laws and regulations of the State of New Jersey and the City of Hoboken. Grantor, its successors and/or assigns, at Grantor’s sole cost and expense, shall enforce the parking rules and regulations for the interior streets of the Easement Premises, namely on Maxwell Lane and on 11<sup>th</sup> Street between Hudson Street and Sinatra Drive North. Pursuant to Grantor’s Title 39 request, filed concurrently with this public access easement, Grantee shall enforce all traffic rules and regulations on Sinatra Drive North, including that no parking is permitted on Sinatra Drive North.

5. **Reservation of Rights by Grantor.** Subject to the limitations set forth in this Deed of Easement, Grantor shall have the right to use, occupy and enjoy the surface of, the subsurface under, and the air space over the Easement Premises for any lawful purpose which does not unreasonably interfere with or unreasonably threaten the safe, proper or convenient use, occupancy or enjoyment of the Easement by Grantee. For the purposes of this provision, and

notwithstanding anything to the contrary contained herein, Grantee hereby agrees that the construction, installation, repair, replacement or maintenance within the Easement Premises of sewer, gas, electric and other utilities and appurtenant facilities, and any other improvements constructed pursuant to any site plan approval for the Property, installed in compliance with applicable legal requirements, shall not be deemed to unreasonably interfere with or unreasonably threaten the safe, proper or convenient use, occupancy or enjoyment of the Easement by Grantee.

## 6. Insurance

### **6.1. Grantee's Maintenance of Insurance for the Benefit of Grantor:**

With respect to the Easement Premises, and notwithstanding the separate indemnification obligations of the parties as provided under Section 7 of this Easement Agreement, Grantee shall: (i) secure and maintain, in full force and effect, the following policies of insurance, as set forth in Sections 6.1.1 and 6.1.2 herein, protecting Grantor, and Grantor's agents, representatives, directors, trustees, owners, residents, employees, officials, subcontractors, independent contractors, vendors, consultants, successors and assigns, from any claim arising out of, or resulting from, the use of the Easement Premises by anyone, including the general public; (ii) pay all premiums required to maintain all policies of insurance referenced herein in full force and effect; (iii) designate Grantor as an additional insured by including in all policies of insurance referenced herein an endorsement agreed to between Grantor and Grantee; (iv) submit to its insurance provider any and all claims made against Grantor arising out of, relating to or resulting from Grantee's exercise of the easement rights hereunder, including specifically the use of the Easement Premises by the public; (v) cooperate with its insurance provider in the investigation of any and all claims involving Grantor; and (vi) provide Grantor, annually, with a complete copy of its insurance policies for insurance protecting Grantor, confirming both the type and amount of coverage, as well as the fact that Grantor is named as an additional insured under the said policies.

**6.1.1. Comprehensive General Liability Insurance:** Grantee shall provide and maintain in full force and effect a Comprehensive General Liability insurance policy ("CGL"), including contractual liability coverage with respect to this Easement Agreement, bodily injury and property damage liability insurance, in the minimum amount of \$9.75 Million. This minimum amount of CGL insurance coverage afforded by Grantee to Grantor shall increase consistent with any increase in CGL insurance coverage secured and maintained by Grantee as required herein.

**6.1.2. Excess Liability Insurance:** Grantee shall provide and maintain an excess liability insurance policy in umbrella form ("Umbrella Coverage") in the minimum amount of \$5.0 Million, which policy language will follow the form of the CGL and afford

the full measure of coverage in the CGL without any gaps in coverage. This minimum amount of Umbrella Coverage afforded by Grantee to Grantor shall increase consistent with any increase in Umbrella Coverage secured and maintained by Grantee as required herein.

**6.1.3.** Except as provided in Section 6.2.4 below with regard to activities undertaken with respect to the Parking Garages (as defined below), the parties agree that the Grantee's insurance policies as designated in this Section shall be primary for claims which arise out of, relate to or result from Grantee's exercise of the easement rights hereunder, including use of the Easement Premises by the public, and that Grantor's insurance policies shall be secondary, or excess, under such circumstances.

**6.2. Grantor's Maintenance of Insurance for the Benefit of Grantee:**

With respect to the Easement Premises and the parking garage structures which exit onto the Easement Premises (the "Parking Garages"), and notwithstanding the separate indemnification obligations of the parties as provided under Section 7 of this Easement Agreement, Grantor shall: (i) secure and maintain, in full force and effect, the following policies of insurance, as set forth in Section 6.2.1, 6.2.2, and 6.2.3 herein, protecting Grantee, and Grantee's agents, representatives, directors, trustees, owners, officials, residents, employees, subcontractors, independent contractors, vendors, consultants, successors and assigns, from any claims arising out of, relating to or resulting from, any act or omission in operating, maintaining, repairing, constructing or reconstructing, or any other activities undertaken with respect to the Easement Premises and the Parking Garages; (ii) pay all premiums required to maintain all policies of insurance referenced herein in full force and effect; (iii) designate Grantee as an additional insured by including in all policies of insurance referenced herein an endorsement agreed to between Grantor and Grantee; (iv) submit to its insurance provider any and all claims made against Grantee arising out of, relating to or resulting from, any act taken in operating, maintaining, repairing, constructing or reconstructing, or any other activities undertaken with respect to the Parking Garages; (v) cooperate with its insurance provider in the investigation of any and all claims involving Grantee; and (vi) provide Grantee, annually, with a complete copy of its insurance policies for insurance protecting Grantee, confirming both the type and amount of coverage, as well as the fact that Grantee is named as an additional insured under the said policies.

**6.2.1. Comprehensive General Liability Insurance:** Grantor shall provide and maintain in full force and effect a Comprehensive General Liability insurance policy ("CGL"), including contractual liability coverage with respect to this Easement Agreement, bodily

injury and property damage liability insurance, in the following minimum amounts: \$1.0 Million per occurrence and \$2.0 Million in the aggregate. These minimum amounts of CGL insurance coverage afforded by Grantor or Grantee shall increase consistent with any increase in CGL insurance coverage secured and maintained by Grantor as required herein.

**6.2.2. Excess Liability Insurance:** Grantor shall provide and maintain an excess liability insurance policy in umbrella form (“Umbrella Coverage”) in the minimum amount of \$25.0 Million, which policy language will follow the form of the CGL and afford the full measure of coverage in the CGL without any gaps in coverage. This minimum amount of Umbrella Coverage afforded by Grantor to Grantee shall increase consistent with any increase in Umbrella Coverage secured and maintained by Grantor as required herein

**6.2.3. Workers’ Compensation Insurance:** Grantor shall provide workers’ compensation coverage for Grantor’s employees and will require evidence of such coverage to be supplied by any subcontractor who may be employed by the Grantor to perform work on or in the Parking Garages. Grantee shall not be an additional insured for this policy.

**6.2.4.** The parties agree that the Grantor’s insurance policies as designated in this Section 6.2 shall be primary for claims which arise out of, relate to or result from any act taken in operating, maintaining, repairing, constructing or reconstructing, or any other activities undertaken with respect to the Parking Garages. The parties agree that the Grantor’s insurance policies as designated in this Section 6.2 shall be secondary to the insurance policies secured and maintained by Grantee as designated in Section 6.1, above, for any claims which arise out of, relate to or result from any act or omission in operating, maintaining, repairing, constructing or reconstructing, or any other activities undertaken with respect to the Easement Premises, or which arise out of, relate to or result from the use of the Easement Premises by the public.

## **7. Indemnification**

**7.1. Indemnification and Hold Harmless of Grantor by Grantee:** After the exhaustion of the insurance coverage provided by Grantor and Grantee as set forth in Sections 6.1 and 6.2, above, or the declination of such

coverage or any part of such coverage, Grantee shall indemnify, defend and hold harmless Grantor, and Grantor's agents, representatives, directors, trustees, owners, residents, employees, officials, subcontractors, independent contractors, vendors, consultants, successors and assigns, from and against any and all liability, lawsuits, claims, damages, losses, costs and expenses including, without limitation, reasonable attorneys' fees, court costs and legal expenses arising out of, relating to or resulting from Grantee's exercise of the easement rights hereunder, including the use of the Easement Premises by the general public, up to any general cap imposed on Grantee, unless caused by the negligent, reckless or intentional act or omission of Grantor, or Grantor's agents, representatives, directors, trustees, owners, residents, employees, subcontractors, independent contractors, vendors, consultants, successors and assigns, and only to the extent of such negligence, if partial.

**7.2. Indemnification and Hold Harmless of Grantee by Grantor:**

After the exhaustion of the insurance coverage provided by Grantor and Grantee as set forth in Sections 6.1 and 6.2, above, or the declination of such coverage or any part of such coverage, Grantor shall indemnify, defend and hold harmless Grantee, and Grantee's agents, representatives, directors, trustees, officials, residents, employees, subcontractors, independent contractors, vendors, consultants, successors and assigns, from and against any and all liability, lawsuits, claims, damages, losses, costs and expenses including, without limitation, reasonable attorneys' fees, court costs and legal expenses arising out of, relating to or resulting from: (a) the negligent, reckless or intentional act or omission of Grantor or Grantor's agents, representatives, directors, trustees, owners, officials, residents, employees, subcontractors, independent contractors, vendors, consultants, successors and assigns, in maintaining, repairing, constructing or reconstructing, or any other act undertaken with respect to the Easement Premises, and only to the extent of such negligence if partial; and (b) any and all acts undertaken by Grantor, or Grantor's agents, representatives, directors, trustees, owners, officials, residents, employees, subcontractors, independent contractors, vendors, consultants, successors and assigns, with respect to the Parking Garages.

**8. Notices.** All notices or other communications required or permitted to be given under this Deed of Easement shall be given in writing and delivered personally or mailed by certified or registered mail, postage prepaid, or by a respectable priority delivery service such as Federal Express or UPS, addressed to the address first set forth above. The foregoing addresses may be changed or supplemented by written notice given as above provided. Any notice, if sent by mail, shall be deemed to have been received by the addressee on the third business day after posting in the United States mail; if sent by priority delivery service, on the first business day after being deposited with such service, or if delivered personally, on the day of such delivery.

9. **Binding Effect.** The terms, covenants and conditions herein contained shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

10. **Governing Law.** This Deed of Easement shall be governed by and construed in accordance with the laws of the State of New Jersey.

11. **No Other Agreements.** This Deed of Easement contains the entire understanding of the parties hereto with respect to the subject matter hereof. This Deed of Easement shall not be modified except by a written instrument signed by the party against whom enforcement is sought.

12. **Miscellaneous.** If any provision of this Deed of Easement is found to be invalid or unenforceable, the remainder of this Deed of Easement shall be unaffected thereby. The paragraph headings are for convenience and reference only and shall not limit or otherwise affect the meaning hereof. This Deed of Easement may be simultaneously executed in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]***

**IN WITNESS WHEREOF**, Grantor and Grantee have each executed this Deed of Easement as of the date and year first set forth above. Grantee executes this Deed of Easement to acknowledge its consent to the terms and conditions herein contained.

**MAXWELL PLACE CONDOMINIUM ASSOCIATION, INC.**, a nonprofit corporation,

By: \_\_\_\_\_  
Name:  
Title:

**CITY OF HOBOKEN**, a New Jersey municipal corporation,

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGMENT

STATE OF NEW JERSEY           :  
  : SS.  
COUNTY OF                       :

Be it remembered that on this \_\_\_ day of \_\_\_\_\_, 2016, \_\_\_\_\_ personally appeared before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person executed the attached document as \_\_\_\_\_ of Maxwell Place Condominium Association, Inc., the Grantor named in this document;

(b) this document was signed and made by the Grantor as its duly authorized and voluntary act and deed; and

(c) the full and actual consideration paid, or to be paid for the within Easement, evidenced by the within Deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1(c) is \$1.00.

\_\_\_\_\_  
Attorney at Law of New Jersey  
or Notary Public



**Exhibit A**

**Regulations**

The following rules and regulations have been established to encourage a safe, pleasant and enjoyable experience for all visitors to the Easement Premises.

1. INJURY TO PROPERTY

No person shall mark, deface, tamper or remove any benches, seating, fountain, railing, pavings, signs or other property within the Easement Premises. No person shall climb any monument, tree, fountain, railing, fence or any other property not customarily used for such purpose.

2. DAMAGE TO VEGETATION

No person shall cut, carve, transplant or remove any tree or other vegetation, dig or otherwise disturb grass areas or in any other way injure or impair the natural beauty of the Easement Premises.

3. REFUSE

All refuse and trash shall be placed in trash and recycling receptacles.

4. PETS

Pets shall be under the control of their owners at all times. Any feces deposited by a visitor's pet shall be removed and wrapped in plastic and placed in trash receptacles.

5. PARKING

Persons shall obey all posted signs regulating on-street parking. No parking is permitted on Sinatra Drive North within the Easement Premises.

6. FIRECRACKERS

No person shall bring in or set off any fire cracker or other explosive or throw them into or over the Easement Premises.

7. USE OF SEATING

No person shall sleep within the Easement Premises or protractedly lounge

on the seats or benches located within the Easement Premises.

8. DISORDERLY CONDUCT

No person shall engage in loud, boisterous, threatening or abusive language, engage in any disorderly conduct or disturb or interfere unreasonably with any other person's use of the Easement Premises. No person shall engage in any conduct within the Easement Premises, which is prohibited in public parks. No person shall loiter within the Easement Premises while under the influence of alcohol.

9. MUSIC

No person shall play radios or loud music at any time within the Easement Premises.

10. MERCHANDISING

No person shall offer any article or thing for sale or station or place any stand or cart within the Easement Premises or on the sidewalk or streets adjacent to the Easement Premises, except with the consent of Grantor.

11. SIGNS

No person shall post placards or advertisements anywhere within the Easement Premises or on the sidewalks or streets adjacent to the Easement Premises.

12. BICYCLES AND SKATEBOARD

Persons shall ride bicycles, skates, rollerblades and skateboards only in designated bicycle lanes within the Easement Premises.

13. VIOLATIONS OF REGULATIONS

A. Grantor's security personnel shall have the authority to enforce these Regulations. Visitors shall comply with any directives given by Grantor's security personnel and any person who violates these Regulations must leave the Easement Premises at the request of Grantor's security personnel. Nothing contained herein shall obligate Grantor to provide any security services within the Easement Premises.

B. Any person who repeatedly violates these rules and regulations shall be restricted from entering the Easement Premises.

14. AMENDMENTS

These rules and regulations may be amended from time to time by Grantor upon the approval of Grantee, which approval shall not be unreasonably withheld or delayed.